

CMCS User Agreement

Version 1.0

Introduction

Welcome to the pilot Collaboratory for Multi-scale Chemical Sciences (“CMCS”) Service. These Terms of Service govern the use of the publicly accessible portion of the CMCS Service as a user (“User”). CMCS reserves the right to modify this agreement at any time without prior notice. User’s utilization of the CMCS Service constitutes acceptance of these Terms of Service and creates a binding legal agreement, so please read them carefully.

Description of Service

The CMCS Service is controlled and operated by the M&O contractor operating Sandia National Laboratories (“SNL”) herein after known as CMCS, for the purpose of supporting research in chemical science (the “Purpose”). CMCS currently offers access to a range of technical data and application services, including data storage, annotation and translation services, communications tools, notification services, and project management tools (collectively, the “CMCS Service”).

Successor In Interest

CMCS may transfer control and operation to a third party, not at Sandia National Laboratories, at the discretion of Department of Energy (“DOE”). Upon the conclusion of a transfer to a site other than SNL, CMCS will have no further responsibilities regarding control and operation of the CMCS Service.

Privacy and Security

The usage of the CMCS Service is subject to the CMCS Security and Privacy Policy, which may be viewed here:

<http://cmcs.org/placeholder-for-link-to-security-policy>

Content

The CMCS Service enables registered Content Providers (“CP’s”) to contribute information, data, documents, software, graphics, photographs, sound, video, messages or any other materials whatsoever (collectively, “Content”), to further the Purpose of CMCS. CMCS is not responsible for the Content posted and does not have any obligation to monitor such Content for any purpose. All Content provided by a Content Provider remains the sole responsibility of that CP, not DOE, CMCS, or SNL.

CMCS shall have no obligation to pre-screen or review Content. CMCS reserves the right, in its sole discretion, to refuse to post Content or to delete any posted Content.

Intellectual Property Rights

As part of the Provided Content, CP is free to assert rights in Content, such as copyright and patents.

Content that is openly accessible to all Users, as dictated by the CP's use of CMCS Service access control mechanisms, is defined as "Public Content". Each User may use Public Content for scientific research purposes, unless otherwise noted in the documents the CP provides. The User is expected to be cognizant of their rights to use Content. The User shall be advised to contact the provider of data regarding greater rights such as for commercial use or publication.

Trademark

The "Collaboratory for Multi-scale Chemical Science" and "CMCS" are trademarks of CMCS or its successors. You are not entitled to use these trademarks without the express permission of CMCS, its successors or designees of the Department of Energy.

User Feedback

The CMCS respects the concerns of its users. If you have any comments or issues with the CMCS Service, please contact the CMCS directly at cmcs@cmcs.ca.sandia.gov.

DISCLAIMER OF WARRANTY AND LIMITATIONS OF LIABILITY

THIS SITE AND ALL SERVICES PROVIDED BY CMCS ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, CMCS, SNL AND DOE DISCLAIM ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SERVICE.

USER UNDERSTANDS AND AGREES THAT THE DOWNLOAD OF ANY MATERIAL THROUGH THE CMCS SERVICE IS DONE AT USER'S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO USER'S COMPUTER SYSTEM OR ANY LOSS OF DATA THAT MAY RESULT. USER IS SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF USER'S CONTENT. IN THE EVENT OF ANY LOSS OF CONTENT, CMCS SHALL HAVE NO LIABILITY.

CMCS, SNL AND DOE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES RESULTING FROM THE USE OR PROVISION OF THE CMCS SERVICE, EVEN IF CMCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Legal Terms

All legal issues arising from or related to the use of the CMCS Service shall be construed in accordance with the laws of the State of California without regard to conflicts of law principles. These Terms of Service constitute the entire agreement between User and CMCS with respect to the use of the CMCS Service. CMCS' failure to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision or of any other rights or provisions in these Terms of Service. If a court should find that one or more rights or provisions set forth in these Terms of Service are invalid, CP agrees that the remainder of the Terms of Service shall be enforceable and that the invalid provision shall be enforceable to the fullest extent permitted by law.

ACCEPTANCE OF TERMS AND USER REPRESENTATION

By clicking "I AGREE" below, User understands and agrees to the terms and conditions set forth above. User asserts that User has followed company/university policy before agreeing to this Content Provider AGREEMENT.